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Counsel for SKF USA Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE:	:	Chapter 11
	:	Case No. 05-44481 (RDD)
DELPHI CORPORATION, <u>et al.</u> ,	:	(Jointly Administered)
Debtors.	:	Re: D.I. No. 18077
	:	

**NOTICE OF WITHDRAWAL OF LIMITED OBJECTION OF SKF USA INC. TO JULY
10, 2009 NOTICE OF FILING OF NOTICES OF ASSUMPTION AND ASSIGNMENT
WITH RESPECT TO CERTAIN EXECUTORY CONTRACTS OR UNEXPIRED
LEASES TO BE ASSUMED AND ASSIGNED TO GM COMPONENTS HOLDINGS,
LLC OR STEERING SOLUTIONS SERVICES CORPORATION, AS APPLICABLE,
UNDER MODIFIED PLAN OF REORGANIZATION**

SKF USA Inc. ("SKF") hereby conditionally withdraws its Limited Objection (D.I. 18077) (the "Objection") to the July 10, 2009 Notice Of Filing Of Notices Of Assumption And Assignment With Respect To Certain Executory Contracts Or Unexpired Leases To Be

Assumed And Assigned To GM Components Holdings, LLC Or Steering Solutions Services Corporation, As Applicable, Under Modified Plan Of Reorganization (D.I. 18077) (the “Cure Notice”), and in connection herewith, SKF respectfully states as follows:

1. SKF filed its Objection to the Cure Notice to preserve its rights to prompt cure of all defaults existing under SKF’s contracts with the Debtors that Debtors had identified as contracts it might assume or assume and assign in these proceedings. Specifically, in the Objection, SKF sought clarification that Debtors’ (and/or an assignee’s) cure obligations were not limited by the Modified Plan to only the cure of those defaults existing as of the Debtors’ petition date.

2. The Cure Notice accurately sets forth the amounts necessary to cure pre-petition defaults under the SKF contracts identified in the Cure Notice, which pre-petition amounts are, respectively: (i) Contract No. SAG9OI4765 (\$0.00); (ii) Contract No. SAG9OI4051 (\$0.00); (iii) Contract No. SAG9OI4642 (\$4,299.91); and (iv) Contract No. SAG9OI2726 (\$83,147.38). Further, Debtors have paid certain post-petition amounts owed to SKF under such contracts in the ordinary course of Debtors’ business.

3. Subsequent to SKF filing its Objection, SKF and Debtors entered into discussions regarding the Cure Notice and Objection and negotiated certain revisions to the proposed form of Order (the “Proposed Order”) approving the Cure Notice. Based upon: (i) the accuracy of the pre-petition cure amounts for SKF’s contracts as set forth in the Cure Notice; and (ii) the revisions to the Proposed Order that make clear that executory contract counter-parties shall be entitled to seek administrative expense priority and payment for post-petition defaults and accruals under executory contracts and barring same, will be entitled to assert such defaults as a renewed cure objection, SKF withdraws its Objection.

Dated: August 27, 2009

PEPPER HAMILTON LLP

/s/ James C. Carignan

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